

# **Exhibit 2**

October 19, 2018

Alissa Fredricks

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Bermuda

Re: Addendum to Employment Agreement

Dear Alissa:

We are pleased to provide you with this letter (hereinafter, "Addendum"), which amends your Employment Agreement ("Employment Agreement") dated as of December 21, 2016, as amended, with Markel CATCo Investment Management Ltd. (the "Company") as follows (other capitalized terms shall have the meaning defined in the Employment Agreement):

1. Schedule 2 to the Employment Agreement is deleted in its entirety and replaced with the Schedule 2 attached to this Addendum.
2. All other provisions of the Employment Agreement not specifically addressed remain unchanged.

Please sign and date this letter in the spaces below and return it to me to indicate your agreement with the above amendments. Please do not hesitate to contact me should you have any questions.

Very truly yours,

Tony Belisle

AGREED TO:



Alissa Fredricks

Date: October 19, 2018



Markel CATCo Investment Management Ltd.

By: Tony Belisle

Title: CEO

Date: October 19, 2018

## **SCHEDULE 2**

### **INCENTIVE COMPENSATION**

In connection with the Employee's employment with the Company, the Employee shall be eligible to receive incentive compensation to be paid by the Company comprised of a "Continued Service Bonus" and a "Retention Bonus" (collectively, "Incentive Compensation"), subject to the terms and conditions of the Agreement including this Schedule 2:

#### **Definitions**

The following terms shall have the following definitions for purposes of this Schedule 2 and the remainder of the Agreement:

- **"Continued Service Period"** means the period that commences on January 1, 2018 and ends on (and including) December 31, 2020.
- **"Incapacity"** means such physical or mental condition of the Employee which renders or is expected to render the Employee incapable or performing the essential functions of the Employee's position hereunder with (to the extent required by law) or without reasonable accommodation for ninety (90) consecutive calendar days, or for one hundred twenty (120) calendar days (whether consecutive or not) within any one hundred eighty (180) calendar day period (in each case, except as otherwise provided by law), as determined in good faith by the Company upon consultation with a physician selected by the Company in its discretion. The Employee hereby agrees to submit to any reasonable medical examinations(s) as may be recommended by the Company for the purpose of determining the existence or absence of Incapacity.
- **"Payment Date"** means March 31, 2019.
- **"Final Vesting Date"** means March 31, 2021.
- **"Vest"** means become earned by the Employee.
- **"Retention Period"** means the period that commences on the Payment Date and ends on the Final Vesting Date.

For the avoidance of doubt capitalised terms used in this Addendum shall have the same meaning as those terms have in the Employment Agreement.

#### **Continued Service Bonus**

The Employee shall be eligible to receive a total gross aggregate Continued Service Bonus of the Incentive Compensation over the Continued Service Period in an amount equal to US \$450,000. The Employee acknowledges and agrees that she shall earn a portion described below of the unearned portion of the Continued Service Bonus as of the following respective dates (each such date, a "Continued Service Vesting Date," and each such payment constituting a **"Continued Service Payment"**):

<u>Continued Service Vesting Date</u>	<u>Continued Service Payment</u>
December 31, 2018	US \$125,000
December 31, 2019	US \$150,000
December 31, 2020	US \$175,000

provided in each case that the Employee complies with this Addendum and remains actively and continuously employed in good standing with the Company as of each such applicable Continued Service Vesting Date (and subject to the remaining provisions below). Any such earned Continued Service Payment shall be paid within thirty (30) calendar days after the applicable Continued Service Vesting Date upon which it becomes earned.

#### Retention Bonus

The Employee shall receive a total gross Retention Bonus in the sum of US \$7,000,000 net of all applicable taxes which shall be paid on the Payment Date (the “**Retention Bonus**”) subject to the terms and conditions contained here.

During the Retention Period the Retention Bonus shall be prorated and such prorated amounts shall Vest on a monthly basis subject to the terms of this Addendum and shall Vest fully on the Final Vesting Date provided that the Employee complies in full with the Employment Agreement, as amended, including this Schedule 2, and remains actively and continuously employed and in good standing with the Company up to and including the Final Vesting Date.

#### Termination Provision

A. Notwithstanding the foregoing:

1. in the event the Company terminates the Employee’s employment without Cause (other than due to Incapacity or death), in each case with a termination date occurring prior to the Final Vesting Date, the Employee shall be deemed to have earned any portion of the Retention Bonus that had not Vested, and will be paid any unpaid portion of the Continued Service Bonus within thirty (30) calendar days after such effective termination date;
2. in the event the Employee’s employment terminates due to the Employee’s Incapacity or death:
  - i. with a termination date occurring prior to the Final Vesting Date, the Employee shall be deemed to have earned any portion of the Retention Bonus that had not Vested; and
  - ii. with a termination date occurring prior to the end of the Continued Service Period, the Employee shall be deemed to have earned a pro-rated portion of the Continued Service Bonus calculated as (x) US \$450,000 multiplied by (y) a fraction, the numerator of which is the number of completed calendar months during which the

Employee was actively and continuously employed during the Continued Service Period and the denominator of which is thirty-six (36), reduced by any and all Continued Service Payments already paid to the Employee. Any such pro-rated portion of the Continued Service Bonus shall be paid to the Employee or in the case of death, to the Employee's personal representative, within thirty (30) calendar days after such effective termination date; and

3. in the event the Company terminates the Employee's employment for Cause, or for a valid reason connected to performance or misconduct, or the Employee resigns for any or no reason, prior to the Final Vesting Date, then (i) any portion of the Retention Bonus that has not Vested shall be immediately repayable to the Company less all applicable U.S. and Bermuda taxes which have been paid by the Employee with respect of the Retention Bonus, and (ii) any unpaid Continued Service Payments shall be deemed not earned and not paid.
- B. Any sums owed to the Company pursuant to the Termination Provision above shall be recoverable as a liquidated debt, together with all reasonable costs (including reasonable legal costs) incurred by the Company in recovering the sums and/or in relation to any proceedings so brought against the Employee.
- C. The Company shall be entitled at any time to set off any liability owing by the Employee to the Company against any liability owing by the Company to the Employee.

Governing Law; Venue

This Addendum shall be governed by Bermuda law and the parties agree to submit to the jurisdiction of the Supreme Court of Bermuda.